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9      **Attorneys for Defendants**  
10     **Instacare Corp. and**  
11     **PharmaTech Solutions, Inc.**

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13     **UNITED STATES DISTRICT COURT**  
14     **NORTHERN DISTRICT OF CALIFORNIA**

15     **GOTHAM INSURANCE COMPANY,**      } Case No.: 5:13-CV-03810-BLF  
16     Plaintiff in Interpleader,                }  
17     vs.    }  
18     Defendants in Interpleader,                }  
19     **AND RELATED COUNTER-CLAIM.**        }

20  
21     **AMENDED STIPULATION TO RE-**  
22     **OPEN DISCOVERY;**  
23     ~~PROPOSED~~ ORDER THEREON

24     **SHASTA TECHNOLOGIES, LLC,**  
25     **INSTACARE CORP. and**  
26     **PHARMATECH SOLUTIONS, INC.**

27  
28     WHEREAS, Defendant PharmaTech Solutions, Inc. (hereafter "PharmaTech")  
29     wishes to re-open discovery to it to conduct that discovery which is necessary to both  
30     obtain, authenticate and inquire about the settlement, and any other ancillary document  
31     related thereto, between LifeScan Scotland, Ltd., on the one hand, and Defendant Shasta  
32     Technologies, Inc., (hereafter "Shasta") and Conductive Technologies, Inc. (hereafter  
33     "CTI"), on the other hand, that was reached in that matter entitled *LifeScan Scotland*,

1 *Ltd. v. Shasta Technologies, LLC*, United States District Court for the Northern District  
2 of California, Case No. 5:11-cv-4494 EJD (PSJ); and

3 WHEREAS, the requested Settlement Agreement, and other documents, were  
4 created on or about February 27, 2015, after the Discovery Cut-Off in this case of  
5 November 19, 2014; and

6 WHEREAS, it is PharmaTech's position that the Settlement Agreement, and  
7 other documents, have a direct bearing on the issues raised in the captioned Interpleader  
8 Action as they effect the interpretation and enforceability of the that portion of the  
9 Binding Term Sheet between Shasta and PharmaTech pertaining to the disbursement of  
10 the funds that have been interpled in this action; and

11 WHEREAS, Shasta is not by this Stipulation agreeing to PharmaTech's position,  
12 but is willing to have its objections to the requested discovery resolved in connection  
13 with a motion to compel that will be filed after discovery is re-opened, and the  
14 discovery is served and objected to; and

15 WHEREAS, the parties wish to avoid the expense and unnecessary delay in  
16 having two motions: (i) a motion to re-open discovery; and (ii) a motion to compel each  
17 addressing, essentially, the same issues; and

18 WHEREAS, neither party will be prejudiced by the re-opening of discovery  
19 inasmuch as trial will not commence in this case until September 6 and 7, 2016;

20 NOW THEREFORE, the parties, by and through their respective counsel of  
21 record, agree that:

22 1. Discovery in this case is re-opened to permit Defendant PharmaTech to  
23 discover to obtain, authenticate and inquire about the settlement, and  
24 any other ancillary document related thereto, between LifeScan  
25 Scotland, Ltd., on the one hand, and Defendant Shasta Technologies,  
26 Inc., (hereafter "Shasta") and Conductive Technologies, Inc. (hereafter  
27 "CTI"), on the other hand, that was reached in that matter entitled  
28 *LifeScan Scotland, Ltd. v. Shasta Technologies, LLC*, United States

1 District Court for the Northern District of California, Case No. 5:11-cv-  
2 4494 EJD (PSJ);

3 2. The parties further agree that, absent good cause, the cut-off date for  
4 this discovery will be June 30, 2016.

5  
6 DATED: 7/8, 2015

BAER & TROFF LLP

7 By: 

8  
9 ERIC TROFF,  
10 Attorneys for Defendants  
11 Instacare Corp. and Pharmatech  
12 Solutions, Inc.

13 DATED: 7/8, 2015

14 OGLAZA FORTNEY LLP

15 By: 

16 DAVID FORTNEY,  
17 Attorneys for Defendant  
18 Shasta Technologies, LLC

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3 ~~PROPOSED~~ ORDER  
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6 Pursuant to the Stipulation of the parties, and GOOD CAUSE appearing,  
7  
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9 IT IS HEREBY ORDERED THAT:  
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12 1. Discovery in this case is re-opened to permit Defendant PharmaTech to  
13 discover to obtain, authenticate and inquire about the settlement, and  
14 any other ancillary document related thereto, between LifeScan  
15 Scotland, Ltd., on the one hand, and Defendant Shasta Technologies,  
16 Inc., (hereafter "Shasta") and Conductive Technologies, Inc. (hereafter  
17 "CTI"), on the other hand, that was reached in that matter entitled  
18 *LifeScan Scotland, Ltd. v. Shasta Technologies, LLC*, United States  
19 District Court for the Northern District of California, Case No. 5:11-cv-  
20 4494 EJD (PSJ); and  
21  
22 2. Absent good cause showing, the new discovery cut-off date for this  
23 discovery is June 30, 2016.  
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25

26 DATED: R^A, 2015

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JUDGE OF THE UNITED STATES  
DISTRICT COURT, NORTHERN  
DISTRICT OF CALIFORNIA